



# Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 02193036  
Control 090800088  
Project NH 2019 (516)  
Highway VA  
County TAYLOR

March 18, 2019

FLAT LINE, INC.  
PO BOX 1135  
CHILDRESS, TX 79201-0000

Construction Division  
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Jesse A. Lineberger  
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: HANOVER INSURANCE COMPANY, THE  
BOND NO. BCD1063581

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



**CONTRACT NO. 02193036**

**CONTROL 0908-00-088**

**PROJECT NH 2019(516) \***

**HIGHWAY VA**

**COUNTY TAYLOR**

## **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**FLAT LINE, INC.**

**for**

**CONSTRUCTION OF 0.100 MILES**

**of**

**VA**

**in**

**TAYLOR COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	02193036
CONTROL	0908-00-088
PROJECT	NH 2019(516) *
HIGHWAY	VA
COUNTY	TAYLOR

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **FLAT LINE, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **143 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: NH 2019(516)  
COUNTY : TAYLOR

CCSJ BIDDER DATE DIV JOB  
090800088 2 2 19 48 36

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
500	6001		MOBILIZATION			
			LS	1.000	500.000	500.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING			
			MO	8.000	1.000	8.00
666	6036	007	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)			
			LF	23,651.000	.500	11,825.50
666	6042	007	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)			
			LF	1,000.000	1.000	1,000.00
666	6147	007	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)			
			LF	1,337.000	3.250	4,345.25
666	6300	007	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)			
			LF	63,413.000	.240	15,219.12
666	6303	007	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)			
			LF	1,188,633.000	.240	285,271.92
666	6312	007	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)			
			LF	124,287.000	.240	29,828.88
666	6315	007	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)			
			LF	855,596.000	.240	205,343.04
668	6076		PREFAB PAV MRK TY C (W) (24") (SLD)			
			LF	7,097.000	11.500	81,615.50
668	6077		PREFAB PAV MRK TY C (W) (ARROW)			
			EA	55.000	220.000	12,100.00
668	6085		PREFAB PAV MRK TY C (W) (WORD)			
			EA	31.000	220.000	6,820.00
668	6089		PREFAB PAV MRK TY C (W) (RR XING)			
			EA	6.000	450.000	2,700.00
668	6092		PREFAB PAV MRK TY C (W) (36") (YLD TRI)			
			EA	103.000	20.000	2,060.00
672	6007		REFL PAV MRKR TY I-C			
			EA	263.000	2.350	618.05
672	6009		REFL PAV MRKR TY II-A-A			
			EA	12,024.000	2.350	28,256.40
672	6010		REFL PAV MRKR TY II-C-R			
			EA	3,276.000	2.350	7,698.60
672	6016		TRAFFIC BUTTON TY W			
			EA	227,827.000	1.720	391,862.44
672	6018		TRAFFIC BUTTON TY B			
			EA	344,623.000	1.720	592,751.56
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN			
			EA	2.000	500.000	1,000.00

PROJECT: NH 2019(516)  
COUNTY : TAYLOR

CCSJ      BIDDER      DATE DIV JOB  
090800088      2      2 19 48 36

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT      APPROX. QUANT.	UNIT BID PRICE	EXTENSION
6185	6002	001	TMA (STATIONARY) DAY      429.000	1.000	429.00
6185	6005	001	TMA (MOBILE OPERATION) DAY      858.000	1.000	858.00
TOTAL					1,682,111.26



CONTRACT NO. 02193036

COUNTY TAYLOR

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By

  
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date

3/18/19

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

\*



CONTRACTOR  
Party of the Second Part

FLAT LINE, INC.

By:

  
(Title)

Pres.

3-5-19

(Date)

By:

\_\_\_\_\_  
(Title)

(Date)

By:

\_\_\_\_\_  
(Title)

(Date)

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CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

# PERFORMANCE BOND

CONTRACT NO. 02193036

COUNTY TAYLOR

BOND NO. BCD1063581

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **FLAT LINE, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million six hundred eighty-two thousand one hundred eleven and 26/100 Dollars ( \$1,682,111.26)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 11TH day of MARCH, 2019.

FLAT LINE, INC.

  
CONTRACTOR

\*By: Pres.  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

THE HANOVER INSURANCE COMPANY  
SURETY (Print Firm Name and Seal)

\*By:   
PEGGY HOGAN (Title) ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 02193036

COUNTY TAYLOR

BOND NO. BCD1063581

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **FLAT LINE, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million six hundred eighty-two thousand one hundred eleven and 26/100 Dollars ( \$1,682,111.26)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 11TH day of MARCH, 2019.

**FLAT LINE, INC.**



CONTRACTOR

\*By: Pres.  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

THE HANDOVER INSURANCE COMPANY  
SURETY (Print Firm Name and Seal)

\*By: Peggy Hogan  
PEGGY HOGAN (Title) ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Steven Lott, Steve Rickenbacher, David Oxford, Peggy Hogan, Sherrel Breazeale and/or Bart Russ**

Of Consolidated Insurance Partners of Dallas, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

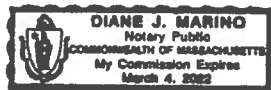
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 13<sup>th</sup> day of January, 2016.



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 13<sup>th</sup> day of January 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*  
J. Michael Pete, Vice President

*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11<sup>th</sup> day of March 2019.

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President





## Texas Complaint Notice

Commercial Lines

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/  
Citizens Insurance Company of America's toll-free  
telephone number for information or to make a  
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/  
Citizens Insurance Company of America at:

440 Lincoln Street  
Worcester, MA 01653

You may contact the Texas Department of Insurance  
to obtain information on companies, coverages,  
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium  
or about a claim you should contact the agent or the  
company first. If the dispute is not resolved, you may  
contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This  
notice is for information only and does not become  
a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de  
The Hanover Insurance Company/Citizens Insurance  
Company of America's para informacion o para  
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance  
Company/Citizens Insurance Company of America al:

440 Lincoln Street  
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros  
de Texas para obtener informacion acerca de  
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con el agente o la com-  
pa  a primero. Si no se resuelve la disputa, puede  
entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo  
para proposito de informacion y no se convierte en  
parte o condicion del documento adjunto.

